

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Invitation to Bid**Solicitation Number: **RF3059**Due Date: **10/29/02 @ 2:00 P.M.**

Date Sent: October 10, 2002

**Agency Contract**Goods and services to be purchased: **TYPE "B" SALT****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING  
GENERAL SERVICES**

**Invitation to Bid**

**Solicitation Number: RF3059**

**Due Date: 10/29/02**

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**Vendor Name:**

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Item#	Qty	Unit	Description	Unit Price	Extension
001	1,000	TON	TYPE "B" SALT, AS PER ATTACHED SPECIFICATIONS. SALT TO BE DELIVERED TO THE LEHI STATION LOCATED AT 2760 NORTH FRONTAGE ROAD, LEHI, UTAH.	\$	\$
002	1,000	TON	TYPE "B" SALT, AS PER ATTACHED SPECIFICATIONS. SALT TO BE DELIVERED TO THE PROVO CANYON STATION LOCATED AT 3721 EAST PROVO CANYON.	\$	\$
003	1,000	TON	TYPE "B" SALT, AS PER ATTACHED SPECIFICATIONS. SALT TO BE DELIVERED TO THE HEBER STATION, LOCATED AT 990 SOUTH MAIN, HEBER CITY, UTAH.	\$	\$

WITH QUESTIONS REGARDING THE SPECIFICATIONS PLEASE CONTACT DEBRA BOULTON AT (801)965-4070.

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BID PROCESSING QUESTIONS SHOULD BE REFERRED TO ROSEMARY FRENCHWOOD AT (801)538-3147.

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THIS IS AN INVITATION TO BID, THEREFORE, YOU MAY EITHER HAND DELIVER OR MAIL IN YOUR BID RESPONSE. BID RESPONSES THAT ARE FAXED IN WILL **NOT** BE CONSIDERED.

\*\*\*\*

THIS BID WILL RESULT IN AN AGENCY CONTRACT, FOR A PERIOD OF ONE YEAR.

\*\*\*\*

ANY CONTRACTOR WHO IS AWARDED A CONTRACT SHOULD MAINTAIN A SATISFACTORY STANDING WITH THE UTAH DEPARTMENT OF TRANSPORTATION, MOTOR CARRIER DIVISION. A LETTER OF SATISFACTORY STANDING WILL BE REQUIRED AT TIME OF RECEIPT OF PAYMENT/PERFORMANCE BOND. WITH QUESTIONS REGARDING YOUR STATUS WITH THE MOTOR CARRIER DIVISION CONTACT TAWNIA LANG AT (801)965-4243.

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THIS CONTRACT MAY RESULT IN A STATEWIDE CONTRACT, WHICH WILL ALLOW CITIES, COUNTIES, SCHOOL DISTRICTS, ETC., TO PURCHASE FROM THE CONTRACT. THE INTENT IS TO AWARD A ONE (1) YEAR CONTRACT WITH PRICING GUARANTEED FOR A ONE (1) YEAR PERIOD. PLEASE LIST YOUR PRICING FOR F.O.B. PLANT PICK UP ONLY.

ITEM #1: \$ \_\_\_\_\_

ITEM #2: \$ \_\_\_\_\_

ITEM #3: \$ \_\_\_\_\_

\*\*\*\*

REFERENCE RX#: 810 36-76

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software

products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

## **SUPPLEMENTAL SPECIFICATION**

### **SECTION 02769**

## **DEICING SALT**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Sodium chloride highway deicing material.

#### **1.2 PAYMENT PROCEDURES**

- A. Pay for accepted quantities at unit price per ton.

#### **1.3 REFERENCES**

- A. APHA-AWWA-WEF: Standard Methods for the Examination of Water and Waste Water.
- B. ASTM B117: Standard Practice for Operating Salt Spray (Fog) Apparatus.
- C. ASTM C136: Method of Sieve Analysis of Fine and Coarse Aggregates.
- D. ASTM D632: Standard Specification for Sodium Chloride.
- E. ASTM D1193: Standard Specification for Reagent Water.
- F. ASTM D1411: Standard Test Method for Water-Soluble Chlorides Present as Admixes in Graded Aggregate Road Mixes.
- G. ASTM E534: Standard Test Methods for Chemical Analysis of Sodium Chloride.
- H. SHRP H-205: Evaluation Procedures for Deicing Chemicals.

#### **1.4 SUBMITTALS**

- A. For each shipment, supply bill of lading showing:
  - 1. Type and grade of material
  - 2. Type and amount of additives
  - 3. Destination
  - 4. Consignee's name

5. Date of Shipment
6. Truck identification
7. Net weight in English units
8. Bill of Lading number
9. Manufacturer

## **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Contamination: Do not supply shipments contaminated with other materials.

## **1.6 QUALITY ASSURANCE**

- A. Sampling, supplier -delivered material:
1. Deliver to specified site.
  2. Notify ENGINEER when delivery is complete.
  3. Sample by random one sample for each delivery site (minimum sample size 10 lbs).
  4. Store sample in air-tight 3-1/2 gallon plastic container.
- B. Sampling, F.O.B. plant material:
1. Sample by random one sample for each suppliers stockpile used (minimum sample size 10 lbs).
  2. Store sample in air-tight 3-1/2 gallon plastic container.
- C. Compliance: Supplier is liable for all UDOT testing costs of non-complying materials.
- D. Price Adjustment, Gradation: Downward 25% price adjustment assessed for materials outside specified gradation.
- E. Price Adjustment, Moisture Content: Downward 25% price adjustment assessed for moisture content greater than specified.
- F. Price Adjustment, General: Products, failing to meet any other specification requirements, are assessed 50% price adjustment or total rejection. Supplier replaces rejected material plus any contaminated material at their cost. Rejected product is removed by the supplier and replaced with compliant product, including handling and transportation charges at no additional cost. Removal means removing all material contaminated by the non-specification material. ENGINEER establishes the amount of material contaminated.

Two non-compliant shipments per contract year may result in contract termination.

## PART 2 PRODUCTS

### 2.1 DEICING SALT

#### A. General:

1. Moisture Content: Maximum 3.0% by weight using ASTM D1411.
2. Melting Activity: Active at 5EF ambient temperature. Supplier certifies material meets SHRP H-205.1 for effectiveness.
3. Gradation: Meets the following gradation using ASTM C136:

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2"	100
3/8"	90-100
# 4	75-100
# 8	40-80
# 16	15-45
# 50	0-10

#### 4. Chemical Constituents:

- a. Do not supply products containing constituents exceeding total concentration limits listed in b. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition.
- b. Chemical contaminant limit stated as parts per million (ppm).

<b>Chemical</b>	<b>Concentration (ppm)</b>
Phosphorus	25.00
Arsenic	5.00
Copper	0.20
Lead	1.00
Mercury	0.05
Cadmium	0.20
Barium	10.00
Selenium	5.00
Zinc	10.00

#### c. Chemical constituent test methods:

- 1) Total phosphorus as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF. Total phosphorus shall be determined upon a 1% test solution. The Total Phosphorus value determined from the 1%

solution is the value to be reported without being calculated for the dilution. The test solution should be prepared by placing 10 ml of sample into 500 ml of ASTM D1193 Type II distilled water contained in a 1 L volumetric flask to which 2.5 ml 1 + 1 sulfuric acid has been added. Swirl the contents and make up to 1000 ml with distilled water.

- 2) Total cyanide as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.
- 3) Total arsenic, barium, cadmium, chromium, copper, lead, selenium and zinc: Atomic Absorption Spectrophotometry or Plasma Emission Spectroscopy as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.
- 4) Total mercury: Cold Vapor Atomic Absorption Spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.

- B. Class A Sodium Chloride, Untreated: Minimum 92.0% NaCl by weight using ASTM D1411.
- C. Class B Sodium Chloride, Non-Caking: Minimum 92.0% NaCl by weight using ASTM D1411. Yellow Prussiate of Soda (YPS) or other approved chemical is added uniformly to the sodium chloride at a rate greater than 200 parts per million to produce non-caking material when subjected to the following test:

Material is exposed to two (2) twenty-four (24) hour moisture cycles from 3% minus moisture by weight to 25% plus moisture and back to 3% moisture.

Add Yellow Prussiate of Soda prior to stockpiling. YPS addition produces a uniform coating throughout stockpile.

- D. Class C Sodium Chloride, Freeze Resistant: Minimum 92.0% NaCl by weight using ASTM D1411. Includes YPS as specified for Class B. Additional approved chemicals are added to depress freezing point of the salt in the stockpile to 0°F. Add anti-freeze chemicals uniformly prior to stockpiling. Submit freeze point depressant chemical additives and method of introduction.

- E. Class D Sodium Chloride, High Performance Grade: Minimum 92.0% NaCl by weight using ASTM D1411. May include YPS. Meets Class C Sodium Chloride specification. Measure performance compared to bakers grade sodium chloride. Test at 25EF, 20EF and 5EF.
1. Melting power exceeds bakers grade salt by 100% total volume melt using SHRP H-205.1 at 5EF.
  2. Melting power exceeds bakers grade salt by 50% total volume melt using SHRP H-205.1 at 25EF.
  3. Ice penetration exceeds bakers grade sodium chloride by 60% in one hour using SHRP H-205.5 at 20EF.
  4. Corrosiveness is 50% less corrosive than bakers grade sodium chloride measured using ASTM B117.
  5. Color is discernibly dark, distributed homogeneously throughout entire granule, non-fading, and non-leaching.
- F. Testing Cost: Supplier pays costs incurred in procuring and testing materials found outside specification.

## **PART 3 EXECUTION**

### **3.1 DELIVERY**

- A. Delivery: Deliver to locations listed on the bid schedule between 8:00 AM and 5:00 PM, Monday through Friday. Notify station supervisor twenty-four hours prior to delivery. Unload material where directed by ENGINEER.
1. Delivery Method One: Deliver using end dump trucks only. No Trailers.
  2. Delivery Method Two: Deliver using end dump trucks, end dump trucks with pups, or end dump trailers.
  3. Delivery Method Three: Deliver using end dumps, end dumps with pups, end dump trailers, side dumps, or belly dumps.
  4. Delivery Method Four: Load state trucks at supplier's production facility, stockpile, railhead, or other location. Supplier specifies point of delivery if other than normal place of business.
- B. Stockpiles: State forces shape the stockpile at no cost to the supplier.



## **SPECIAL TERMS AND CONDITIONS**

1. **CONTRACT ACCEPTANCE:** At the time the bid form is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature, if awarded the contract. When signed by the Division of Purchasing/General Services and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
2. **CONTRACT INCLUSION:** The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract.
3. **QUANTITY OR AMOUNT ESTIMATES:** This is a requirements contract with the State. Estimated contract amounts/quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
4. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
5. **INVOICING:** THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILL OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

The Contractor shall submit invoices to the Utah Department of Transportation, to the appropriate Region ordering the material (See attached list).

6. **NON-ASSIGNMENT:** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
7. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide the specified notice to the Contractor.

## **SPECIAL TERMS AND CONDITIONS**

8. **LICENSING:** The Contractor agrees to secure and maintain all necessary licenses, permits and bonds that may be required by the State or local authorities to perform said services.
9. **DELIVERY:** Delivery of Sodium Chloride is to be coordinated with each Region Maintenance Engineer or a designated Agent.

The Contractor agrees to deliver the complete order not more than two working (2) days after receipt of each verbal or written order.

Sodium Chloride is to be delivered to each stockpile location, unless otherwise designated by a Department representative, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except State holidays.

Each delivery shall have a certified weight ticket--mechanically stamped--with the weight of the delivery truck empty, the weight of the truck loaded, and the quantity delivered. When a truck is making multiple deliveries, only one tare weight is necessary for shipments made for a twenty-four hour period.

Each ticket shall be signed by the person actually weighing the unit and his signature shall constitute certification of the load and truck being weighed. Each weight ticket shall identify the truck by a displayed number on the truck or the license number of the truck.

If a pup is used, it shall be weighed separate from the end dump truck and shall indicate all information required for truck weight tickets.

The Contractor shall certify the product being delivered complies to the specifications of material being delivered. Any load exceeding legal load restrictions shall not be accepted.

10. **NON-COMPLIANCE:** Any Type A or B sodium chloride not usable for normal highway use due to lumping or for other reasons shall be replaced by the Contractor within ten (10) days of notice of non-compliance.

In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.

## **SPECIAL TERMS AND CONDITIONS**

11. **INABILITY TO DELIVER:** In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.
12. **PERFORMANCE BOND:** The Contractor shall provide a performance-payment bond or cashier's check amounting to fifteen percent (15%) of the bid amount guaranteeing performance, product and payment.

## **UTAH DEPARTMENT OF TRANSPORTATION**

### **INVOICE ADDRESSES**

Sodium Chloride to be invoiced to the Regions as follows:

REGION THREE  
825 North 900 West  
Orem, Utah 84057 (801) 227-8000

STATE OF UTAH  
DIVISION OF PURCHASING

## AGENCY CONTRACT BOND STATEMENT

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### AWARD REQUIREMENTS

A 15% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

\_\_\_\_\_ 15% CASHIERS CHECK

\_\_\_\_\_ 15% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company\_\_\_\_\_

Agent Name\_\_\_\_\_

Fax #\_\_\_\_\_ Phone #\_\_\_\_\_

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)